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AGREEMENT

BETWEEN

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THE BOROUGH OF CARTERET

AND

THE POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL NO. 47

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/JANUARY 1, 1985 THROUGH DECEMBER 31, 1986

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### PURPOSE

It is the purpose of this Agreement/ to promote and insure harmonious relationships, cooperation, and understanding between the Borough of Carteret and the Policemen Benevolent Association, Local No. 47 and to insure sincere bargaining, establish proper standards of salaries, working conditions and hours and other conditions of employment. The continued efficiency and excellence of the Borough of Carteret Police Department shall be considered foremost, and at all times, by both parties to this Agreement.

ARTICLE I  
POLICEMEN'S RIGHTS

Section A

The Employer hereby recognizes the Association (PBA) as the exclusive representative for collective negotiations with respect to rates of pay, wages, hours of work, working conditions and other terms and conditions of employment for an appropriate negotiation unit established in accordance with N.J.S.A. 34A:5-3 as supplemented and amended.

Section B

Included in the negotiating unit shall be those employees of the Borough of Carteret within the Police Department whose job titles are Captain, Lieutenant, Sergeant, and Police Officer.

Section C

Pursuant to Chapter 303, Public Laws 1968, the Borough hereby agrees that every policeman shall have the right to freely organize, join, and support the PBA and its affiliates for mutual aid and protection. As a body exercising governmental power under the Laws of the State of New Jersey, the Borough undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce and policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to

hours, wages, or any other terms and conditions of employment by reason of his membership in the PBA and its collective negotiations with the Borough, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

#### Section D

Elected representatives of the PBA shall be permitted time off to attend negotiating sessions, grievance sessions and meetings of the joint PBA Management Committee provided that the efficiency of the Department is not affected thereby.

#### Section E

A police officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Borough agrees to notify the individual police officer if any material derogatory to the police officer is placed in his or her personnel jacket.

#### Section F

Duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by superior officers. In an effort to insure that these investigations are conducted in a manner which is conducive to good order and discipline, the

following rules are hereby adopted:

(1) The interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty.

(2) The employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the employee of the allegation(s) should be provided. If it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

(3) The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(4) If any verbatim record is made of the interrogation the employee or his representative shall be afforded a copy of said record at the employees expense. All questions shall remain "ON THE RECORD."

(5) The employee shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary reprisals. No promise of reward shall be made as an inducement to answering questions.

(6) In those cases and in every stage of the proceedings where disciplinary action may be taken against the employee as a result of the investigation, the Borough shall afford an opportunity for the employee, if he so requests, to consult with counsel and/or his PBA representative(s) before being questioned.

#### Section G

No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, given an adverse evaluation, or deprived of any other employee advantage without just cause.

## ARTICLE 11

### HOURS OF WORK AND OVERTIME

#### Section A - Work Day

(1) PATROL DIVISION - The work day shall consist of not more than ten (10) consecutive hours in a twenty-four (24) hour period.

(2) ALL OTHER EMPLOYEES - The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period.

#### Section B - Work Week

(1) PATROL DIVISION - The work week shall consist of four (4) consecutive, ten (10) consecutive hour work days on, followed by four (4) consecutive days off.

(2) ALL OTHER EMPLOYEES - The work week shall consist of five (5) consecutive, eight (8) consecutive hour days out of every seven (7) days, totaling forty (40) hours per week. (This definition shall not interfere with present scheduling.)

#### Section C - Overtime

(1) PATROL DIVISION - Overtime shall be defined as any work in excess of ten (10) consecutive hours per day, or in excess of four (4) ten (10) hour work days, or in excess of forty (40) hours per week. The officer shall be compensated at one and one-half (1 1/2) times his/her regular rate of pay.

(2) ALL OTHER EMPLOYEES - Overtime shall be defined as any work in excess of eight (8) consecutive hours per day, or in excess of five (5), eight (8) hour work days out of every seven, or in excess of forty (40) hours per week and shall be compensated at one and one-half (1 1/2) times the officer's regular rate of pay.

Section D - Schedule Change

Despite Section A above, the Borough of Carteret retains its managerial right to change the work schedule. The P.B.A. retains its rights to negotiate terms and conditions of employment as provided by Law.

Section E - Call-in Time

In the event that an officer is called in for duty during his time off, the officer shall receive one and one-half (1 1/2) times his regular rate of pay for four (4) hours or for all times worked, whichever is greater.

Section F - Court Time

All off-duty court appearances or any appearance in court-related procedures, including but not limited to preparation of testimony, conferences with lawyers, depositions and the like, shall be compensated at one and one-half (1 1/2) times the officer's regular rate of pay for two (2) hours or for all time so worked, whichever is greater.



## ARTICLE III

### SALARY AND LONGEVITY

#### Section A - Salary

(1) All employees shall receive a five (5%) percent increase for 1985 and a seven (7%) percent increase for 1986 as reflected in the following salary guides. There shall also be wage re-openers for 1985 and 1986 to discuss possible increases in base wages dependent upon the Borough's ability to fund additional increases.

(2) Salary Guides		1985	1986
4th year	Patrolmen		
		26,597	28,458
3rd year		24,981	26,729
2nd year		23,826	25,493
1st year		21,188	22,671
	Superior Officers		
Captain		32,708	34,997
Lieutenant		30,671	32,817
Sergeant		28,634	30,638

#### Section B - Longevity

In addition to the above salaries, a longevity payment shall be paid as is hereinafter fixed and determined, with such longevity pay to be deemed as additional compensation as follows:

5 to 9 years of service	2%
10 to 14 years of service	4%
15 to 19 years of service	6%
20 years and thereafter	8%

#### ARTICLE IV

##### UNIFORM ALLOWANCE

During the calendar year 1984, each member of the Police Department shall receive a uniform allowance in the sum of six hundred (\$600.00) dollars, which shall be payable in accordance with the former practice and procedure. Payment shall be made on or before June 1.

## ARTICLE V

### HOLIDAYS AND VACATIONS

#### Section A - Holidays

All members of the Police Department shall receive the following holidays annually for which days off shall be allowed:

New Year's Day	Thanksgiving Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veteran's Day
Good Friday	Columbus Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Employee's Birthday

#### Section B - Personal Days

All members of the Police Department shall be entitled to leave with pay for personal, business, or other reasons for three (3) days annually subject to the following conditions:

- (1) There must be seventy-two (72) hours notice before consideration for personal day. Forms for such notice shall be provided by the Employer.
- (2) It must be approved by: (a) Officer in charge, (b) Captain, (c) Chief.
- (3) That no more than one (1) man per shift is to receive a personal day.

Section C - Vacations

All members of the Police Department shall receive vacation, which shall coincide (begin and end) with his/her regularly scheduled tour of duty, as follows:

1st year to end of 4th year	2 weeks
5th year to end of 9th year	3 weeks
10th year to end of 14th year	4 weeks
15th year to end of 19th year	5 weeks
20th year and thereafter	6 weeks

Section D

For Patrol Division only, a holiday and a personal day shall be equivalent to ten (10) hour days. Regarding vacation, a week shall be equivalent to forty (40) hours.

## ARTICLE VI

### DETECTIVE AND SPECIAL ALLOWANCES

#### Section A

All employees who may be assigned as Detectives shall receive in addition to their rank pay the sum of Eight Hundred (\$800.00) Dollars annually as salary pay added to their rank pay. Additionally, the Borough and the PBA shall meet after July 1, 1985 to negotiate increasing the differential paid for the Detective Bureau.

#### Section B

The assigned Firearms Custodian and Radar Officer shall each receive Two Hundred and Fifty (\$250.00) Dollars annually and the assigned Police Photographer-Identification Officer shall receive Three Hundred (\$300.00) Dollars annually in addition to their rank pay.

#### Section C

The Borough agrees to hire an off-duty Carteret Police Officer to act as Court Attendant during Court sessions of the local Municipal Court. This officer shall be paid Fifty (\$50.00) Dollars per session in 1985 and Seventy-five (\$75.00) Dollars per session in 1986.

ARTICLE VII  
HEALTH AND WELFARE

Section A - Medical Insurance

The Employer agrees to assume the full cost of family coverage of the Blue Cross and Blue Shield coverage, Rider J coverage, and Major Medical coverage that was in full force and effect during the calendar years 1978 & 1979, up to August 1, 1979. In the alternative, the Employer has the right to undertake a self-insurance program provided that the coverage offered the employees is similar to the coverage provided under the New Jersey Hospital Plan provided during the calendar years 1978 & 1979, up to August 1, 1979. However, the following modifications shall be implemented as indicated:

For 1985 and thereafter, the Medical Emergency coverage levels shall be increased. The X-ray and Laboratory coverage of the Blue Shield portion of the policy shall be increased to Four Hundred (\$400.00) Dollars per occurrence. The Major Medical Lifetime limit shall be increased per individual to Two-hundred and fifty (\$250,000.00) Dollars.

For 1986, the Major Medical Lifetime limit shall be increased per individual to UNLIMITED.

#### Section B - Life Insurance

All members of the Police Department shall have Ten Thousand (\$10,000.00) Dollars of life insurance coverage, including "Death Benefit" immediately upon being sworn in and assuming the duties of a police officer.

#### Section C - Life Insurance Upon Retirement/Disability

Beginning upon retirement or disability, a member of the Police Department shall have paid up life insurance coverage of Five Thousand (\$5,000.00) Dollars.

#### Section D - Medical Insurance Upon Retirement/Disability

The Employer shall maintain family hospitalization coverage for all members of the Carteret Police Department who have retired or who have left the force on disability without regard to any income earned by these persons at another occupation. However, should the employee receive comparable hospitalization coverage from a subsequent employer, then the Borough's obligation to continue said insurance shall cease.

#### Section E - Dental Insurance

The Borough shall pay seventy-five (75%) percent of the premiums per employee toward a dental insurance plan for 1985 and eighty-five (85%) percent of the premiums for 1986. Said plan shall be the choice of the PBA. The Borough shall also deduct the employee's contribution toward the plan and shall forward payment to the carrier as billed. Such coverage shall cease at retirement.

## ARTICLE VIII

### SEVERANCE PAY

#### Section A

All members of the Police Department who are to retire during the year should serve notice of their retirement to the Borough by February 15th of the same year.

#### Section B

All members of the Police Department who are eligible for retirement or disability retirement shall receive the following severance pay:

- (1) Those members having accumulated sick time up to and including one hundred (100) days shall be entitled to ninety (90) days pay based upon their rank at the time of retirement.
- (2) Those members having accumulated sick time from one hundred and one (101) days to one hundred and fifty (150) days shall be entitled to one hundred and ten (110) days pay based upon their rank at the time of retirement.
- (3) Those members having accumulated sick time from one hundred and fifty-one (151) days to two hundred (200) days shall be entitled to one hundred and thirty (130) days pay based upon their rank at the time of retirement.
- (4) Those members having accumulated sick time from two hundred and one (201) days to two hundred and seventy-five (275) days shall be entitled to one hundred and fifty (150) days pay based upon their rank at the time of retirement.

#### Section C

It shall be the option of the retiring employee to accept his/her severance pay in one lump sum or to receive the same in bi-monthly payments until the same has been exhausted.



#### Section D

The Borough of Carteret shall compute and pay time owed to the estate of any member who dies while on active service with the Police Department in accordance with the formula contained in this Article.

#### Section E

"Sick Days" as stated herein shall be defined as one and one-quarter (1 1/4) days per month and shall be allowed to accumulate.

#### Section F

For Patrol Division only, sick days shall mean a ten (10) hour day.

## ARTICLE IX

### LEGAL AID

#### Section A

The Employer shall, at its expense and with prior approval of the Mayor and Council, at the written request of P.B.A., Local #47, with fee approval of the Borough Attorney, provide counsel designated by P.B.A., Local #47 for any member of the Carteret Police Department charged with any dereliction of police duty while in the performance of his duty, or arising out of same, or charged with any criminal or quasi-criminal or alleged offense in or during the performance of said duties.

#### Section B

The Employer shall reimburse any employee for any counsel fees incurred in the successful defense of a disciplinary hearing.

ARTICLE X  
P.B.A. RIGHTS

Section A - Dues Deduction

P.B.A., Local #47's dues shall be withheld monthly from the salary check payments of each member by the Borough and turned over monthly as check-off dues remittance to P.B.A., Local #47 by the Borough Clerk.

Section B - Representation Fee

(1) The Borough will implement a fair share representation fee equal to eighty-five (85%) percent of the P.B.A.'s dues, initiation fees, and assessments, which shall be withheld in accordance with the law.

(2) The P.B.A. shall indemnify the Borough from all liability resulting from and/or caused by dues deduction or fair share representation fees.

Section C - Facilities

(1) The P.B.A. can use the Municipal Courtroom for its union meetings based upon availability of said courtroom. The P.B.A. shall be responsible for the maintenance and cleaning of the courtroom after each of its meetings.

(2) The P.B.A. shall be allowed a bulletin board in the Police Department, with the cost of said bulletin board being born by the P.B.A. Furthermore, the P.B.A. shall be provided space on the bulletin board in the Police Department employee lounge and , based upon the availability of space, on the bulletin board located in Borough Hall.

(3) The Borough shall investigate the availability of and attempt to provide the P.B.A. with adequate office space at no cost to the P.B.A. The P.B.A. shall have the use of such space and shall be permitted to install a telephone at its own expense.

Section D - Exclusivity

The rights and privileges of the P.B.A. and its representatives granted under this Article shall be granted only to the P.B.A. as the exclusive representative of all employees covered by this Agreement.

ARTICLE XI  
BEREAVEMENT LEAVE

Section A

In the event of a death in an employee's immediate family, he/she shall be entitled to four (4) days leave of absence with pay.

Section B

"Immediate Family" shall include spouse, child, mother, father, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, and sister-in-law.

Section C

For Patrol Division only, a bereavement day shall be a ten (10) hour day.

ARTICLE XII  
GRIEVANCE PROCEDURE

Section A - Definition

A grievance shall be a claim by the Employer or employee, or by the Association that either the Employer, individual employee, group of employees, or the Association has been harmed by either the interpretation or application of the terms and conditions of this Agreement or other conditions of employment, or a grievance shall be a claim by either the Employer or the Association that either an individual employee, group of employees, or the Association has been harmed by either the interpretation or application of Employer-Police rules and regulations as heretofore adopted or as may in the future be duly adopted.

Section B - Procedure

The following procedure shall be followed with reference to grievances:

(1) All attempts shall be made to resolve a grievance on an informal basis by means of informal discussions and negotiations between the individuals involved, the Association and the Employer, by and through the Chief of Police or the Employer's designee. If informal attempts to resolve the disputes fail then formal grievance procedures may be instituted in accordance with this Article.

(2) Upon a written complaint initiated by an individual employee, group of employees, or by the Association, which complaint shall be lodged, not more than ten (10) days from the happening of an event giving rise to a dispute, with the Chief of Police or Employer's designee, or with the Employer. Notice of said complaint shall be given to all interested or affected persons, including Superior Officers in the chain of command.

(3) Upon receipt of the grievance, pursuant to the above paragraph, the P.B.A. Grievance Committee shall review the same. If, in their opinion, no grievance exists, no further action shall be necessary. In the event that they feel a grievance does exist, they shall so notify the Chief of Police or Employer's designee immediately and shall meet with the Chief of Police or Employer's designee within five (5) days of the filing of the grievance. The parties shall meet and attempt to settle the matter. In the event that a satisfactory settlement is reached, the same shall be reduced to writing, signed by all parties, and implemented.

(4) If a settlement is not reached pursuant to Paragraph (3) above, then the Chief of Police or Employer's designee, and the Chairman of the employee's Grievance Committee shall each file a written report of their findings of fact, conclusions and recommendations with the Business Administrator or the Mayor of the Borough of Carteret within ten (10) days of the meeting as set forth in Paragraph (3) above. The Business Administrator or Mayor shall then schedule an informal hearing date not later than ten (10)

days from the receipt of said findings, conclusions and recommendations and shall notify interested parties in writing of said hearing date.

(5) Upon compliance with the requirements of Paragraph (4) above, The Business Administrator or Mayor, or Employer's designee, shall conduct a hearing at which all interested persons, the Chief of Police, the Chairman of the employee's Grievance Committee, and the President of the P.B.A. shall be present. The Business Administrator or Mayor, or the Employer's designee, shall make all reasonable attempts to arrive at a satisfactory settlement to all parties. If said dispute is settled upon agreement of the parties, said agreement shall be reduced to writing and signed by all parties, including but not limited to the Business Administrator, Mayor or Employer's designee, the Chief of Police, the Chairman of the employee's Grievance Committee, the President of the P.B.A. and all aggrieved parties. If the Business Administrator, Mayor or Employer's designee is unable to attain an amicable settlement, he shall, within ten (10) days, render a written decision setting forth his decisions concerning the dispute, which written decision shall be served upon all interested parties.

(6) If the aggrieved party disagrees or objects to the findings of the Business Administrator, Mayor or Employer's designee, he shall, within ten (10) days of receipt of said decision, demand in writing arbitration of the grievance in accordance with "Arbitration" as hereafter set forth.



### Section C - Limitations

Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled at the lower steps of the grievance procedure as herein provided may be referred to an arbitrator, provided that it is not specifically exempt from said arbitration process.

### Section D - Arbitration

The Association may institute arbitration proceedings within ten (10) days of the receipt of the decision of the Business Administrator, Mayor or Employer's designee as set forth in Paragraph (5) of the grievance procedure by serving written demand upon the Employer specifying the nature of the unsettled grievance or other matter in dispute. Simultaneously therewith, the Association shall request the New Jersey Public Employment Relations Commission (PERC) to present a list of arbitrators from which the parties shall choose three (3) names. The arbitrator finally chosen shall hear the arbitration in the manner set forth by PERC or by the rules of the American Arbitration Association (AAA) should PERC no longer have rules so governing.

### Section E - Procedures

Notwithstanding the foregoing, the arbitrator shall consider only the issue(s) presented to him and shall not add to or subtract from the other terms of this Agreement. The decision of the arbitrator shall be in writing and shall include the reason(s) for such findings and conclusions.

#### Section F - Disposition

The decision of the arbitrator shall be final and binding on the grievant, Association, and the Employer.

#### Section G - Alternative to PERC

In the event of a change in the laws governing PERC or in its rules and regulations, which would affect in any way the method of selection of an arbitrator, then, in the alternative, the Association shall request the AAA to submit a list of nine (9) arbitrators from which the parties shall make a selection. Each party shall alternately strike one name until but one (1) name remains, and that person shall be the arbitrator of the issue(s) to be arbitrated. In the event that this procedure is enacted, the Association shall have the right to strike the first name.

#### Section H - Cost

The cost of the arbitrator's services, if any, shall be borne equally by the Employer and the Association. Any other costs shall be borne by the parties incurring same.

ARTICLE XIII  
MUNICIPAL ORDINANCES

Section A

The provisions of municipal ordinances which affect the terms and conditions of employment for members of the Police Department shall be maintained during the term of this Agreement.

ARTICLE XIV  
STATE DELEGATE

Section A

The Borough agrees that upon presentation of a properly itemized and verified voucher, it will compensate or reimburse the delegate from P.B.A., Local #47 for his reasonably incurred expenses for attending the annual New Jersey League of Municipalities Convention.

Section B

The Borough agrees that the delegate of P.B.A., Local #47 shall be released from working duties for such time or times, day or days, as is reasonably required for performance of his duties on behalf of Local #47, without loss of pay.

ARTICLE XV

COLLEGE CREDIT

Section A

Each member of the bargaining unit shall receive, in addition to his/her annual salary, the sum of Fifteen (\$15.00) Dollars per annum for each college level credit received for a police related course. The sum shall be paid in lump sum in the pay period effective January 1, 1984.

ARTICLE XVI  
CIVIL SERVICE

Section A

The Parties hereto stipulate and agree that all members of the Police Department of the Borough of Carteret shall be governed by Title II of the Revised Statutes of New Jersey and the Rules and Regulations of the Civil Service Commission.

Section B

The Employer agrees that in the event it hires any person(s) to act Police Officers under and through the provisions of the Comprehensive Employment Training Act (CETA), it shall make every reasonable effort to hire such individuals in accordance with their standing on the Civil Service Eligibility List currently in effect.

Section C

Notwithstanding the provisions of Civil Service, the Employer agrees that the transfer of employees between divisions and/or bureaus shall be made subject only to just cause. ("Just Cause" as used in this specific instance shall be as defined by the Civil Service Rules and Regulations of the State of New Jersey, and as may be amended during the term of this Agreement.)

ARTICLE XVII

NO MODIFICATION EXCEPT IN WRITING

Section A

The Parties hereby agree that there shall be no valid modification except in writing, executed by the Business Administrator, Mayor or Employer's designee, and the President and Secretary of the P.B.A., subject to the ratification of the P.B.A. members for the employees and by the Borough Council of Carteret for the Employer.

ARTICLE XVIII

SAVINGS CLAUSE

Section A

If any article or section of this Agreement, or any supplement or rider hereto, shall be held invalid by operation of law, or by any tribunal of competent jurisdiction, or is in conflict with any applicable federal, state, or municipal law, then such article or section shall be suspended and the appropriate provision shall prevail, and the remainder of this Agreement shall not be affected thereby.



## ARTICLE XIX

### TERM OF AGREEMENT

The term of this Agreement shall be effective as of January 1, 1985 and shall continue for a period of two (2) years through December 31, 1986. All benefits, payments and fringe benefits and any other matter covered by this Agreement shall become effective January 1, 1985 and shall continue in full force and effect until a subsequent Agreement takes its place.

THIS AGREEMENT, effective January 1, 1985, executed this  
day of MAY, 1985 BETWEEN

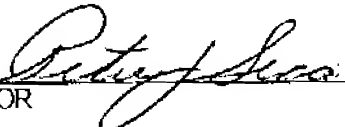
THE BOROUGH OF CARTERET, a municipal corporation of the State  
of New Jersey,


and

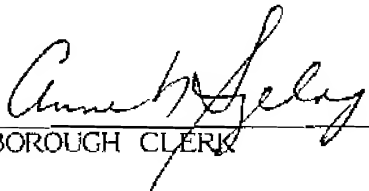
CARTERET POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO.47, an  
affiliate of the New Jersey State Policemen's Benevolent  
Association, Inc.


FOR THE BOROUGH:

FOR THE P.B.A.:

  
MAYOR

  
PRESIDENT

  
BOROUGH CLERK

  
SECRETARY